



## **A Guide to the Arizona Residential Landlord/Tenant Act and Fair Housing**



*This pamphlet explains important points under the Arizona Residential Landlord and Tenant Act (ARS 33-1301 to ARS 33-1381). It is an overview of Arizona law, but it does not constitute legal advice. You are encouraged to take specific landlord/tenant matters to an attorney.*



## LANDLORDS - RIGHTS AND OBLIGATIONS

- Rental agreements can be oral or written for rental periods of twelve (12) months or less, but if the tenant is renting for longer than twelve (12) months, the agreement must be in writing. However, it is advisable to make all agreements in writing to protect the landlord and the tenant.
- The landlord must give the tenant a signed copy of the agreement with all blank spaces filled in.
- If the landlord and the tenant do not formally establish how long the rental agreement will last, the agreement then becomes month-to-month and rent is due to the landlord on the first day of each month.
- The rental dwelling must be clean and livable. Any appliances provided by the landlord must be in good working order.
- The landlord must supply:
  - Running water and reasonable amounts of hot water.
  - Access to gas or electric utilities service.
  - Reasonable heating and cooling if heating and cooling units are installed in the dwelling and are offered as part of the rental arrangement with the tenant.
- The landlord must enforce the rules and regulations uniformly and fairly for all tenants. New rules or regulations require thirty (30) days notice to existing tenants.
- The landlord has the right to require tenant(s), their families and guests to act in a way that does not disturb others.
- The landlord must be truthful concerning condition of premises, availability, future changes, etc.
- To enter the premises, the landlord must give tenant at least a 48 hour notice and only enter the property at reasonable times. The only exception to entering the premises without prior consent is in the case of an emergency.
- The landlord has the right to establish rental criteria and to screen potential residents for credit, criminal history and prior rental references. It is the obligation of the landlord to screen every potential resident fairly, equally and objectively.

**NOTE:** Rental property owners are encouraged to participate in the city's Crime Free Multi-Housing Program. For more information, contact (480) 312-5696.

## TENANTS RIGHTS AND OBLIGATIONS

### Things Landlords Are Not Allowed To Do

- The landlord cannot take tenants' belongings in place of rent money. (see ARS 33-1372)
- The landlord cannot lock tenants out of the rental dwelling (or intentionally cut off electric/gas/water or other essential services) until one (1) day after an eviction order (called a Writ of Restitution) is signed by the court and has been served on the tenant(s).
- The landlord cannot raise the rent to specifically retaliate against a tenant.



- The tenant must pay the rent by the date it is due. Whenever possible, the tenant should obtain a receipt from the landlord.
- All blank spaces in a written rental agreement must be filled in and the tenant must receive a signed copy.
- The agreement should indicate whether the landlord or tenant is responsible for paying specific utility bills.
- Rental agreements remain in effect unless:
  - The landlord or tenant violates the conditions of the agreement and proper notice is given to either party by the other; or,
  - Both the tenant and the landlord agree to end the agreement.
- The landlord has the right to enter the unit when they provide the tenant at least 48 hours notice, and in case of emergency.
- The landlord cannot raise the rent, except when:
  - The full term of any written rental agreement has expired; or
  - A written rental agreement specifically provides for increases in the amount of the rent; or
  - A transaction privilege tax on residential property is increased.
- The tenant has the duty to maintain the rental unit in a clean and orderly manner and to abide by the landlord's rules and regulations, per ARS (33-1341 and 33-1342).

### Tenant's Conduct

- The tenant is responsible for the actions of their guests.
- The tenant is entitled to privacy and peaceful use of the premises.
- The tenant must:
  - Keep the rental premises as clean and safe as the condition of the dwelling permits
  - Dispose of all garbage, rubbish and other waste in the appropriately designated containers in a clean and safe manner
  - Keep all plumbing fixtures clean, and use appliances and supplied utilities in a reasonable manner
  - Not damage or destroy any part of the rental premises
  - Not act in a way that disturbs neighbors
  - Promptly return all keys to the landlord when moving out
  - Be truthful about information concerning occupants, pets, income, employment or criminal history

**NOTE:** Violation of any of these items above can result in eviction from the property.

### Ending the Rental Relationship

- When there is no dispute about rent being due:
  - Month-to-month tenant - must provide the landlord with written notice, at least thirty (30) days before the next payment will be due, that would terminate the rental agreement.
  - If renting with a lease for a longer period of time, the tenant may be required to provide the landlord with written notice of intent to terminate at the end of the lease term.
- If the tenant has failed to make their rental payments (see ARS 33-1368):
  - The landlord must give the tenant a five (5) day notice to pay all rent due or vacate the dwelling. The tenant can remain in the rental dwelling if any past due rent and late charges are paid within five (5) calendar days of being given legal notice by the landlord of possible termination of rental agreement.
  - The notice must be hand-delivered with receipt to the tenant or sent by certified or registered mail.
  - If the landlord accepts a partial payment of the rent owed, the landlord still may have the right to evict the tenant unless the tenant has a written agreement that allows the tenant to stay.
  - If, after the landlord files suit against the tenant (but before a judge issues a ruling), the tenant pays the rent, late charges, court costs and reasonable attorney fees, the tenant can stay in the rental dwelling.
  - If the tenant fails to pay rent, the landlord can file a “forcible detainer” complaint to the Justice of the Peace Court on the sixth day.
  - The court will issue a summons ordering the tenant to appear in court to show cause why they should not pay rent or vacate the rental unit.
  - If the tenant fails to show cause or fails to appear in court, the court will enter a judgment and authorize issuance of a “Writ of Restitution.” Once a “Writ of Restitution” is issued, the lease agreement is cancelled and cannot be reinstated. If judgment is in favor of the landlord in a “special detainer” case, the landlord has sole discretion regarding the reinstatement of the rental agreement.

**NOTE:** *The tenant can be held liable for two months rent (or twice the amount of any damages caused) after the rental agreement with the landlord is terminated if it is found that the tenant willfully failed to act in good faith, according to the terms of the rental agreement.*

*On the other hand, the landlord may need to pay the tenant two months free rent (or twice the amount of damages the tenant may have suffered) if the landlord wrongfully locks the tenant out of the dwelling or intentionally cuts off essential services.*

### Good Things to Know:

Document, document, document! Tenants and landlords need to keep accurate records and they should document their agreement in writing. Unfortunately, a person’s word or just a handshake is insufficient when it comes down to the bottom line of disputes.

Conduct a pre-occupancy and final walk-through of the rental unit; this is important for both the tenant and the landlord. The landlord and the tenant must review the walk-through checklist to make sure issues are addressed prior to move-in or move-out. If an item is not addressed, it needs to be noted on the walk-through sheet for follow up prior to the tenant taking occupancy of the unit. The initial walk-through checklist will also be used to verify any damages or changes to the condition of the unit during the term of occupancy, and is an important tool for determining the amount of security deposit to be refunded.

If you have questions about your rights, the City of Phoenix has a Tenant/Landlord Hotline at (602) 256-3517 for residents renting anywhere in the metropolitan area. If you are unable to reach the City of Phoenix and need immediate assistance, you may call the City of Scottsdale at (480) 312-3111.

## FREQUENTLY ASKED QUESTIONS ABOUT LANDLORD-TENANT ISSUES

### **What should be done before moving into a rental unit?**

(see ARS 33-1321, ARS 33-1322)

- Both the landlord and tenant should conduct a walk-through inspection of the unit to determine if any problems exist with the unit.
- The landlord should give a copy of the walk-through inspection report to the tenant.
- The tenant should also get a signed copy of a lease or rental agreement with all blanks filled in.

### **How much can the landlord charge for a security deposit?** (see ARS 33-1321)

The landlord cannot collect more than one-and-one-half (1-1/2) of one month's rent. However, the tenant can voluntarily pay more than one-and-one-half of one month's rent in advance.

### **What if a tenant wants to "break" a lease and move before the completion of the lease term?**

The tenant is obligated to satisfy all obligations of the lease, including payment of rent for the entire term of the lease. If the tenant desires to terminate the lease early, the lease may specify specific damages due to the landlord. If the lease does not specify damages, the landlord has an obligation to mitigate the tenant's expenses and attempt to lease the unit to another tenant. The tenant will then owe the landlord reimbursement for costs associated with re-leasing the unit, including rent during the time the unit is vacant.

### **How long can the landlord keep the security deposit?**

(see ARS 33-1321)

The landlord is required to return the security deposit within fourteen (14) days, excluding Saturdays, Sundays or other legal holidays, after termination of the tenancy and must include an itemized list of deductions from the deposit.

### **Can the landlord discontinue utility services provided by the landlord?** (see ARS 33-1368)

Yes. The landlord may discontinue utility services provided by the landlord the day after the Writ of Restitution was issued.

### **What type of notice is the landlord required to give to increase rent?** (see ARS 33-1375)

When a tenant has signed a lease, the landlord cannot raise the rent until the term of the lease is expired. An escalation clause allows the landlord to increase the rent under certain conditions:

- **Week-to-week tenant** - The landlord must give a ten (10) day written notice prior to the next rental payment due date.
- **Month-to-month tenant** - The landlord must give a thirty (30) day written notice prior the next rental payment due date.

### **Can the landlord accept part of the rent and later evict the tenant?** (see ARS 33-1371)

Yes. The landlord can accept a partial rent payment and later evict the tenant if the tenant agrees in writing to the terms and conditions of the partial payment regarding the continuation of the tenancy, and if the tenant violates that agreement or has a subsequent violation of the original lease agreement.

### **What are some of the activities of the tenant that can result in an immediate eviction?** (see ARS 33-1368)

The following are some of the conditions under which a tenant could face an immediate eviction:

- Criminal behavior
- Criminal street gang activity
- Falsification of a document
- Illegal discharge of a weapon
- Infliction of serious bodily harm
- Prostitution
- Threatening or intimidating behavior
- Unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance

### **Can the tenant refuse to allow the landlord to show the rental unit to prospective buyers, tenants or contractors?** (see ARS 33-1343)

No. However, the landlord must give the tenant at least two (2) days notice and only enter at reasonable times.



**Does the tenant have the right to change the locks on the rental unit?**

No. Changing the locks prevents the landlord from entering the dwelling in case of emergencies. The tenant may be held liable for any damages that result from denying the landlord access to the dwelling.

**What can the tenant do if the landlord fails to make repairs?** (see ARS 33-1363)

The tenant has several options if the landlord fails to maintain the dwelling:

- **Minor defects** - The tenant has the right to have repairs made by a licensed contractor, after proper notice to the landlord. If the landlord fails to comply:
  - The tenant can have the repairs done and deduct up to \$300 or one-half month's rent, whichever is greater.
  - The tenant must submit an itemized statement to the landlord and lien waiver provided by the contractor.
- **Wrongful failure to supply essential services such as heat, air conditioning, cooling, water or hot water** - If the landlord deliberately or negligently fails to provide essential services contrary to the rental agreement or the Arizona Residential Landlord and Tenant Act, the tenant may give written notice to the landlord specifying the breach and may do one of the following:
  - Obtain services and deduct the actual reasonable cost from the rent; or,
  - Seek damages based on the decrease in the fair rental value of the dwelling; or,
  - Move to reasonable substitute housing during the period of the landlord's non-compliance, during which the tenant is excused from paying rent during the period of non-compliance. If the cost of the substitute housing is higher than the regular rent, the tenant may recover the additional cost from the landlord in an amount not to exceed 25% of the unpaid regular rent. (see ARS 33-1364)

***NOTE:** A landlord who is aware of a problem and is slow to correct or repair it could be considered to have acted deliberately or negligently. The tenant cannot invoke the above remedies if the condition was caused by members of the tenant's family through damage or misuse or was caused by any other person on the premises with the tenant's consent.*

***NOTE:** The landlord has the right to disconnect the utilities in order to make repairs.*

**Does the tenant have the right to terminate a rental agreement if the landlord failed to make repairs?**

(see ARS 33-1361)

Yes, but only for specified repairs affecting health and safety. If the tenant gave a written five (5) day notice requesting repairs, and the landlord failed to make them, the tenant may move out after the end of the fifth day.

**Does the landlord have the right to evict the tenant if the dwelling is not kept in a livable condition?**

(see ARS 33-1369)

Yes. The landlord can evict the tenant if the dwelling is not maintained or the tenant causes damage to the dwelling. The landlord may make repairs at the tenant's expense. Examples of damages for which the landlord can hold the tenant responsible include:

- Broken appliances caused by the tenants abuse or neglect
- Broken light fixtures
- Broken windows
- Damaged or soiled carpet
- Damaged plumbing
- Marred or damaged walls and ceilings

**Does the landlord have the right to collect rent after evicting the tenant for a breach of the lease?**

(see ARS 33-1373)

Yes. The landlord may attempt to collect the balance of the lease, including the actual cost of damages caused by the tenant. The right exists even though the landlord evicted the tenant.

**Can the landlord refuse to rent to tenants who have children?** (see ARS 33-1317)

Discrimination by a landlord against a tenant with children is not allowed unless the dwelling meets the definition of housing for older persons in ARS 41-1491.04. (See section on Fair Housing)

**How many people may occupy a dwelling?**  
(see ARS 33-1317)

The owner of the property has the right to establish a reasonable occupancy standard. Per ARS 33-1317 (F), the law presumes two persons per bedroom to be reasonable to avoid a claim of discrimination because of familial status.



# FAIR HOUSING

*Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under the age of 18) and handicap (disability).*



## BASIC FACTS ABOUT THE FAIR HOUSING ACT

### What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker if the owner owns three or fewer units, and housing operated by organizations and private clubs that limit occupancy to members.

### What Is Prohibited?

IN THE SALE AND RENTAL OF HOUSING: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Deny a dwelling
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing
- Falsely deny that housing is available for inspection, sale, or rental
- For profit, persuade owners to sell or rent (blockbusting)
- Make housing unavailable
- Provide different housing services or facilities
- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Set different terms, conditions or privileges for sale or rental of a dwelling

IN ADDITION: It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right.
- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

### Additional Protection if You Have a Disability

If you or a family member living with you:

- Has a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities;
- Have a record of such a disability; or,
- Are regarded as having such a disability



**YOUR LANDLORD MAY NOT:**

- Refuse to let you make reasonable modifications to your dwelling, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move).
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.

**Example:** A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

**Example:** An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment, if necessary, to ensure that she can have access to her apartment. However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

**Requirements for New Buildings**

In buildings that are ready for first occupancy after March 13, 1991 and have an elevator and four or more units:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs
- All units must have:
  - An accessible route into and through the unit
  - Accessible light switches, electrical outlets, thermostats and other environmental controls
  - Reinforced bathroom walls to allow later installation of grab bars
  - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four (4) or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units. These requirements for new buildings do not replace any more stringent standards in State or local law.



**Housing Opportunities for Families**

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under the age of 18 live with:

- A parent;
- A person who has legal custody of the child or children;
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

**Exemption:** Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a federal, state or local government program; or,
- It is occupied solely by persons who are 62 or older; or,
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units and adheres to a policy that demonstrates the intent to house persons who are 55 or older.

A transition period permits residents on or before September 13, 1988 to continue living in the housing, regardless of their age, without interfering with the exemption.

**If You Think Your Rights Have Been Violated**

Attorney General's Office Intake Department  
1275 West Washington St.  
Phoenix, AZ 85007  
[www.azag.gov/civil\\_rights](http://www.azag.gov/civil_rights)  
(602) 542-5263  
(602) 542-5002 (TTY)  
1 (877) 491-5742 (toll free)  
1 (877) 624-8090 (toll free TTY)

**Tenant - Landlord Disputes Hotline**

City of Phoenix  
(602) 256-3517

Tenant - Landlord Counseling  
(602) 262-7210

Slumlord Hotline  
(602) 372-7586

Roach Infestation  
(602) 506-66616

Arizona Multi-Housing Association  
(602) 224-0135  
[www.azama.org](http://www.azama.org)

Overview of the Arizona Residential Landlord - Tenant Act  
[www.supreme.state.az.us/info/brochures/landlord.htm](http://www.supreme.state.az.us/info/brochures/landlord.htm)

National Fair Housing Advocate  
[www.fairhousing.com/index.cfm](http://www.fairhousing.com/index.cfm)

HUD Fair Housing  
[www.hud.gov/offices/fheo/FHLLaws/yourrights.cfm](http://www.hud.gov/offices/fheo/FHLLaws/yourrights.cfm)

To acquire a full-length hardcopy of the Arizona Residential Landlord/Tenant Act, call the City of Scottsdale at (480) 312-2319 or visit [www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)





Citizen & Neighborhood Resources

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**Citizen & Neighborhood Resources**

City of Scottsdale

7447 E Indian School Rd, Suite 300

Scottsdale, AZ 85251

(480) 312-3111

[www.ScottsdaleAZ.gov](http://www.ScottsdaleAZ.gov)

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October 2005

GR00510228